

MORTGAGEE'S QUITCLAIM DEED WITHOUT COVENANT
(RELEASE DEED)
Maine Statutory Short Form
015715

TRANSFER
TAX
PAID

KNOW ALL BY THESE PRESENTS, THAT PEOPLES HERITAGE SAVINGS BANK, a Maine banking institution with a principal place of business in Portland, County of Cumberland and State of Maine, by virtue of and in execution of the Power of Sale contained in a certain Mortgage, Security Agreement and Fixture Filing given by Sterns Cultural Center and Emporium Limited Partnership to Peoples Heritage Savings Bank dated December 30, 1992 and recorded in the Kennebec County Registry of Deeds at Book 4307, Page 175, for consideration paid, does hereby RELEASE and forever QUITCLAIM to Waterville Regional Arts and Community Center, a Maine non-profit corporation, of Waterville, County of Kennebec and State of Maine, whose mailing address is Mayflower Hill Drive, Waterville Maine, 04901, the land together with any buildings or improvements thereon in Waterville, County of Kennebec, State of Maine, described as follows:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

THIS CONVEYANCE IS MADE SUBJECT TO any and all real estate taxes or other assessments against the property.

Grantee acknowledges and by acceptance of this Deed warrants, that no representations were or are made, whether express or implied, regarding the physical condition of or title to of the property hereby conveyed, or otherwise.

IN WITNESS WHEREOF, It, PEOPLES HERITAGE SAVINGS BANK has caused these presents to be signed and its corporate seal to be affixed by JOSEPH D. GUIMOND, its Vice President, hereunto duly authorized this 27 day of June, 1996.

Signed, Sealed and Delivered
In Presence of:

Witness

PEOPLES HERITAGE SAVINGS BANK

By: Joseph D. Guimond

Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

6/27, 1996

Then personally appeared the above-named Joseph Guimond, Vice President, of Peoples Heritage Savings Bank and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Peoples Heritage Savings Bank.

Before me,

Edward S. MacCall
Notary Public/Attorney At Law
Name: Edward S. MacCall

2920W

SCHEDULE A

93 Main Street, Waterville, Maine

48-435

CERTAIN lots or parcels of land, with any buildings thereon, situated in Waterville, County of Kennebec, State of Maine, bounded and described as follows:

PARCEL 1:

BEGINNING at the southwest corner of the Hanson, Webber and Dunham brick block, now owned or occupied by Al Corey, and running thence easterly along the southerly side of the southerly brick wall of said block 51.1 feet to a point, which point is in a line one foot westerly of the west side of a window on the second floor of said brick block; thence southerly, at right angle, 15 feet; thence easterly, parallel with and 15 feet distant southerly from the southerly wall of the former office building of the Central Maine Power Company now owned or occupied by said Al Corey, a distance of 44.45 feet, to a point where the hereinafter described northeasterly line of land of said Grantors projected northwesterly would intersect the last described line; thence southeasterly a distance of 66.07 feet to a corner and land of the City of Waterville; thence southwesterly along land of the City of Waterville 37.2 feet to a corner; thence northwesterly along land of the City of Waterville 1.10 feet to a building formerly occupied by Montgomery Ward and Co., Inc.; thence northeasterly along the easterly wall of building formerly occupied by Montgomery Ward and Co., Inc., a distance of 2 feet, more or less, to a corner; thence continuing in a northwesterly direction along the north side of land formerly occupied by Montgomery Ward and Co., Inc., a distance of 13.85 feet to an angle; thence continuing northwesterly 124.30 feet along the north side of land formerly occupied by Montgomery Ward and Co., Inc., to the easterly line of Main Street; thence northerly on the easterly line of said Main Street a distance of 45.55 feet, to the point of beginning.

TOGETHER with a right of way in common with others along the northeasterly side of the property hereby conveyed as described in a deed from the City of Waterville to Clara M. Burleigh, et als. dated November 29, 1916, and recorded in Kennebec County Registry of Deeds, in Book 560, Page 196.

THE above described land comprises three parcels. Two of said parcels are described in the following deeds recorded in said Registry, to wit: Luke R. Brown to Harry L. Sterns, dated October 29, 1928, recorded in Book 660, Page 320; Central Securities Corporation to Harry L. Sterns, dated May 26, 1928, recorded in Book 653, Page 229; Harry Sterns to George H. Bessie, Herbert and Fred J. Sterns, dated June 10, 1935, recorded in Book 711, Page 237. The third parcel of land is a small piece adjoining next easterly to the most easterly line of the lot of land described in the deed of Luke R. Brown to

Harry L. Sterns, Book 660, Page 320, which piece of land was purchased by the Grantors herein and Bessie Sterns from the Central Maine Power Company by Indenture recorded in said Kennebec Registry of Deeds Book 777, Page 102.

48-435

TOGETHER with all those rights, privileges, duties and liabilities as outlined in the last above referred to indenture between Central Maine Power Company and the Grantors herein and Bessie Sterns.

TOGETHER with those rights, privileges, duties and liabilities as to a party wall as outlined in an Agreement between Charles B. Gilman, Carl T. Tufts and George H., Herbert D., Bessie and Fred J. Sterns on June 13, 1935, and recorded in said Registry, in Book 743, Page 417. Said Party Wall Agreement being with reference to a party wall along the southerly boundary of land of the Grantors and being about one hundred and thirty-eight feet in length.

TOGETHER with those rights, privileges, duties and liabilities as to a party wall as outlined in an Agreement between Central Maine Power Company and the Grantors herein and Bessie Sterns, said Party Wall Agreement being dated May 31, 1941, and recorded in said Registry in Book 777, Page 105. Said Party Wall Agreement being with reference to a party wall along the northerly boundary of land of the Grantors and being 51 feet in length.

EXCEPTING and reserving all rights and privileges conveyed to Central Maine Power Company to use certain walls of the building of the Grantors as a party wall as contained and described in an Indenture between the Grantors herein and Bessie Sterns and Central Maine Power Company dated October 25, 1947 and recorded in Kennebec Registry of Deeds in Book 847, Page 583; hereby conveying to the Grantees all our right, title and interest and subject to all duties and liabilities, all as described and contained in the aforesaid Indenture recorded in said Registry in Book 847, Page 583. Also excepting and reserving herefrom land conveyed by the Grantors herein to Central Maine Power Company for use as a party wall as described in an Indenture between the Grantors herein and Central Maine Power Company dated March 21, 1959 recorded in said Registry in Book 1142, Page 181; and conveying to the Grantees all our right, title and interest in a strip of land 7 1/2' x 12' as described in the aforesaid Indenture recorded in said Registry in Book 1142, Page 181. Also conveying all other rights, privileges and interests subject to all duties and liabilities, all as contained and described in said Indenture recorded in said Registry in Book 1142, Page 181.

THE interest of Bessie Sterns was conveyed to the Grantors herein by her deed dated June 24, 1955 recorded in said Registry in Book 1015, Page 239; and by her deed dated February 16, 1959 recorded in said Registry in Book 1145, Page 335.

ALSO conveying all our right, title and interest in and to an easement for the laying of electrical cables and conduits over a 10 foot strip of land lying next easterly to the easterly wall of the buildings on the above described land and continuing southerly to a point on adjoining land owned by the Grantor (being the parcel hereinafter described), as described in the easement conveyed to the Grantor by the City of Waterville by its instrument dated March 17, 1968 and recorded in Kennebec Registry of Deeds in Book 1465, Page 447.

48-435

PARCEL 2

BEGINNING at the point of intersection of the east line of Main Street with the northerly line of the City Hall Passway which adjoins and lies northerly of the Common; thence northerly along the east line of Main Street 67.75 feet to a point; thence easterly at an angle of 77° with the east line of Main Street 123.75 feet to a point; thence bearing South 6° 15', 14 feet to a point; thence bearing southerly from said last mentioned line 83° 47', 81.35 feet to a point in the northerly line of said City Hall Passway; thence bearing West 90° 43' from said last mentioned course a distance of 84.35 feet to a point; thence bearing south from said last mentioned course 17° 10', 12.7 feet to the place of beginning; said premises being located and known as the northeast corner of Main Street and the Common, together with all improvements now or hereafter thereon, and all appurtenances thereto and together with any and all other unimproved premises contiguous thereto owned by the Grantors; and also a right of way in common with others over the ten foot passway between the City Hall and the former location of the Armory in Waterville, heretofore granted in common to other, viz: Clara M. Burleigh et als by deed dated November 29, 1916, recorded in Kennebec Registry of Deeds in Book 560, Page 196, and to the Central Maine Power Company by deed dated November 29, 1916, recorded in Book 559, Page 453, from the westerly line of Front Street westerly a distance of one hundred thirty (130) feet and also in common over the following described parcel of land in said Waterville, bounded and described as follows:

BEGINNING at a point in the center line of the aforesaid passway which point is ten feet south of a former location of the south wall of said Armory and one hundred thirty (130) feet westerly from the west line of Front Street; thence north five (5) feet to the northerly line of said passway; thence northwesterly along the northerly line of said passway fifty (50) feet to a point ten (10) feet northerly of the northeast corner of land formerly of the Burleigh Estate; thence southerly ten (10) feet to the northeast corner of said land formerly of the Burleigh Estate; thence continuing in the same line thirty-nine (39) feet along the east line of the land formerly of the Burleigh Estate to the southeast corner of said land formerly of the Burleigh Estate; thence westerly one (1) foot to the northeast corner of land of the C.B. Gilman Estate; thence southerly along the east line of C.B. Gilman Estate

thirty (30) feet to a point; thence east at right angles fifteen (15) feet to a point; thence northerly twenty-five (25) feet to a point; thence northeasterly twenty (20) feet to a point; thence northerly twenty-two (10) feet west of northwest corner of City Building, measured in a continuation of the northerly wall of said building; thence easterly twenty-seven (27) feet to the south line of the passway; thence north five (5) feet to the point of beginning in the center line of the passway, with the right to use that part of the way adjoining the easterly line of land of said Gilman Estate for loading and unloading. Also including all appurtenances belonging to said real estate.

48-435

TOGETHER with all right, title and interest in a party wall acquired in a Party Wall Agreement recorded in Kennebec Registry of Deed in Book 743, Page 417.

BEING all and the same premises conveyed to Peoples Heritage Savings Bank by Sterns Cultural Center and Emporium Limited Partnership by mortgage dated December 30, 1992 and recorded in the Kennebec County Registry of Deeds in Book 4307, Page 175.

RECEIVED KENNEBEC SS.

1996 JUN 27 PM 12:26

ATTEST: *[Signature]*
REGISTER OF DEEDS